# LEASE AMENDMENT (RENEWAL FOR THE EQUIPMENT ROOM)

# Date: June 03<sup>st</sup> 2021

BETWEEN: MONT TREMBLANT RESORT AND COMPANY, LIMITED PARTNERSHIP/ STATION MONT TREMBLANT SOCIÉTÉ EN COMMANDITE, a partnership having its head office at 1000, Chemin des Voyageurs, Mont-Tremblant, Québec, J8E 1T1, represented by Patrice Malo, its President and Chief Operating Officer, and Marie-Josée Leroux, its Vice-president finance, duly authorized as they so declare:

(hereinafter called the « Landlord »)

AND: TELUS COMMUNICATION COMPANY, a duly incorporated company having a business place at 25 York Street, 22th floor, Toronto Ont.M5J2V5, herein acting and represented by Robert Beatty or Yves Massé, Regulatory Manager, Transaction & Portfolio Management duly authorized as they declare: duly authorized as he so declares;

(hereinafter called the « Tenant »)

WHEREAS Landlord and Tenant executed a lease on May 7, 2018 (the "Lease") for the Tour des Voyageurs II Leased Premises; (as defined in the Lease)

**WHEREAS** The Landlord has authorized the Tenant to connect its equipment to the Landlord's emergency power generator located in the Tour des Voyageurs hotel;

The capitalized terms used in this Lease Amendment shall have the meanings described in the Lease unless otherwise defined in this Lease Amendment;

#### THE PARTIES AGREE AS FOLLOWS:

1. Term

The first paragraph of Section 2 of the Lease is hereby deleted and replaced with the following: "The term of this Lease shall be for a period of fifteen (15) years from and including May 1<sup>st</sup>, 2018 to April 30<sup>th</sup>, 2033(the "**Term**").

#### 2. Rent and Compensation

Sections 3(a) and 3(b) of the Lease are hereby deleted and replaced by the following:

(a) An annual gross rent plus applicable taxes for the Leased Premises (the "Rent"), payable yearly starting on May 1<sup>st</sup>, 2021 within thirty (30) days of receipt of an invoice from Lessor to that effect. The Rent shall be in the following amounts and shall include all expenses related to the Leased Premises including, without limitation, all operating expenses and Taxes in respect to the Leased Premises:

Annual Net Rent (plus applicable taxes)	Monthly Net Rent (plus applicable taxes)
\$6805.00	\$567.08
\$8240.00	\$686.66
\$9675.00	\$806.25
	(plus applicable taxes) \$6805.00 \$8240.00

It is agreed that no Additional Rent is paid on the Leased Premises.

3. Tenant's Obligation

The Tenant agrees to accept the Leased Premises on an "as is" basis. The Tenant will be responsible for all costs associated with the relocation of the connection from the exterior mobile generator to the hotel's emergency generator and shall indemnify and hold harmless the Landlord and any third party for any damages they suffer as a result of the work to be undertaken by Tenant.

# 4. Overholding

It is agreed that if the Tenant continues to occupy the Leased Premises after the Term with or without the consent of the Landlord, and without any further written agreement, the Tenant will pay the Landlord a monthly amount equal to the Rent for each month following the expiry of the Term.

# 5. Representation

The Tenant acknowledges that there are no representations, conditions, warranties or collateral agreements made by or on behalf of the Landlord other than are expressed herein. Each obligation of any party hereto expressed in this Lease Amendment, even though not expressed as a covenant, is considered to be a covenant.

#### 6. General

Time shall be of the essence pursuant to this Lease Amendment for each party hereof.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. This Agreement may also be executed by any generally accepted provider of an e-signature platform, for example Docusign, Right Signature, etc. and the parties agree not to challenge the authenticity or authority of each of their personnel utilizing these platforms.

# 7. Other Terms and Conditions of the Lease

All other terms and conditions of the Lease remain valid and in full effect.

In witness whereof the parties have signed on

this \_\_\_\_\_\_ day of June 2021`

MONT TREMBLANT RESORT AND COMPANY, LIMITED PARTNERSHIP/ STATION MONT TREMBLANT SOCIÉTÉ EN COMMANDITE, by its general partner Station Mont Tremblant Inc.

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TELUS COMMUNICATION COMPANY

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WITNES

Robert Beatty Regulatory Manager, Transaction & Portfolio Management Yves Massé Coordinator Quality Infrastructures Critiques.